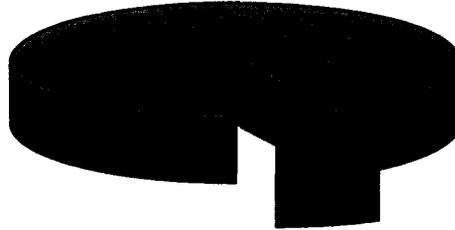


# Associations Refusing Provider Access

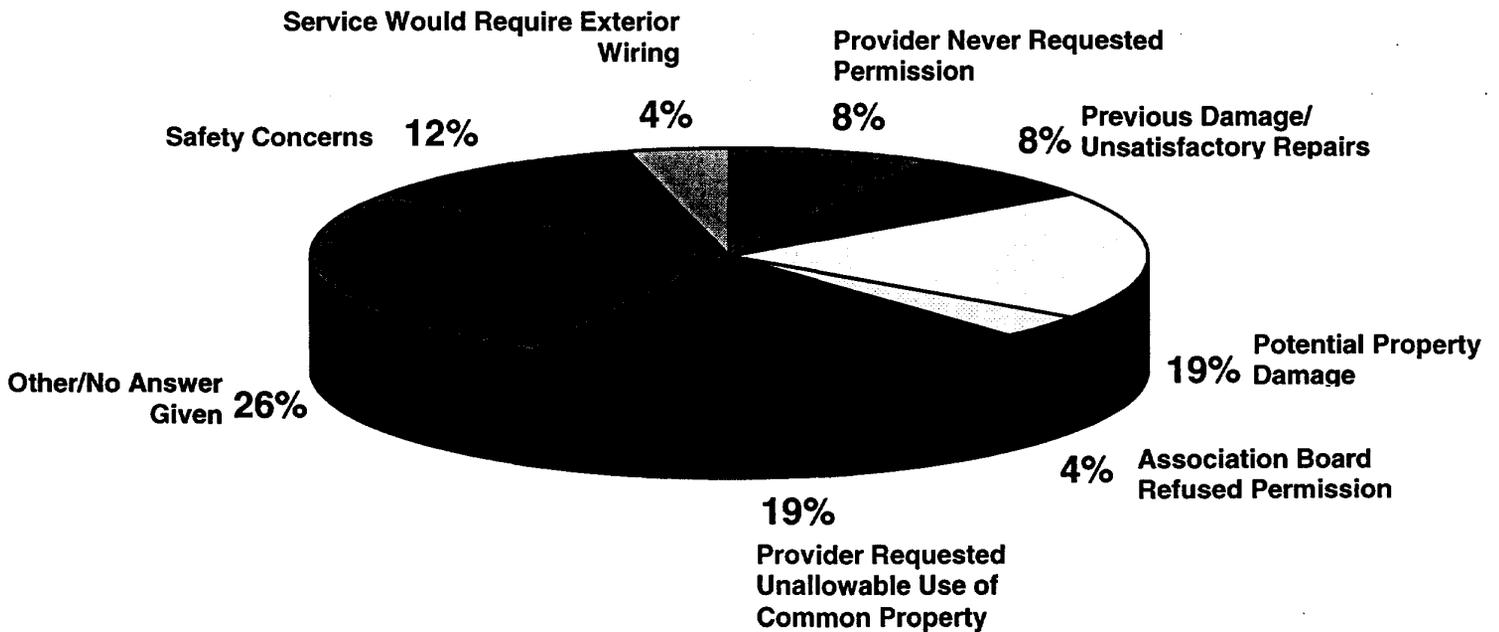
Associations Granting Requested Access 93%



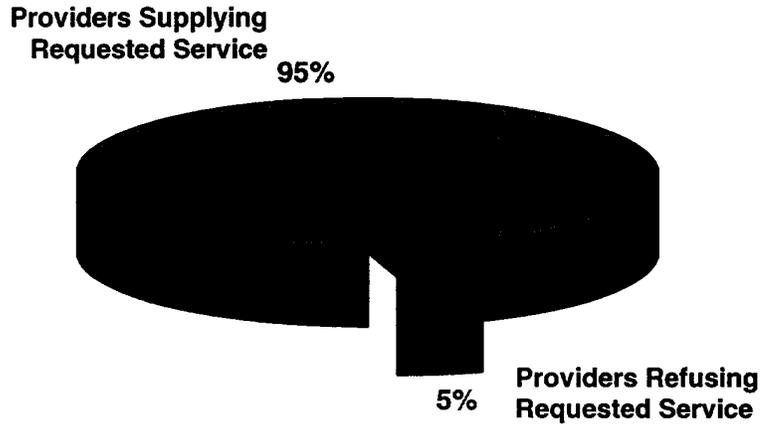
7%

Associations Denying Requested Access

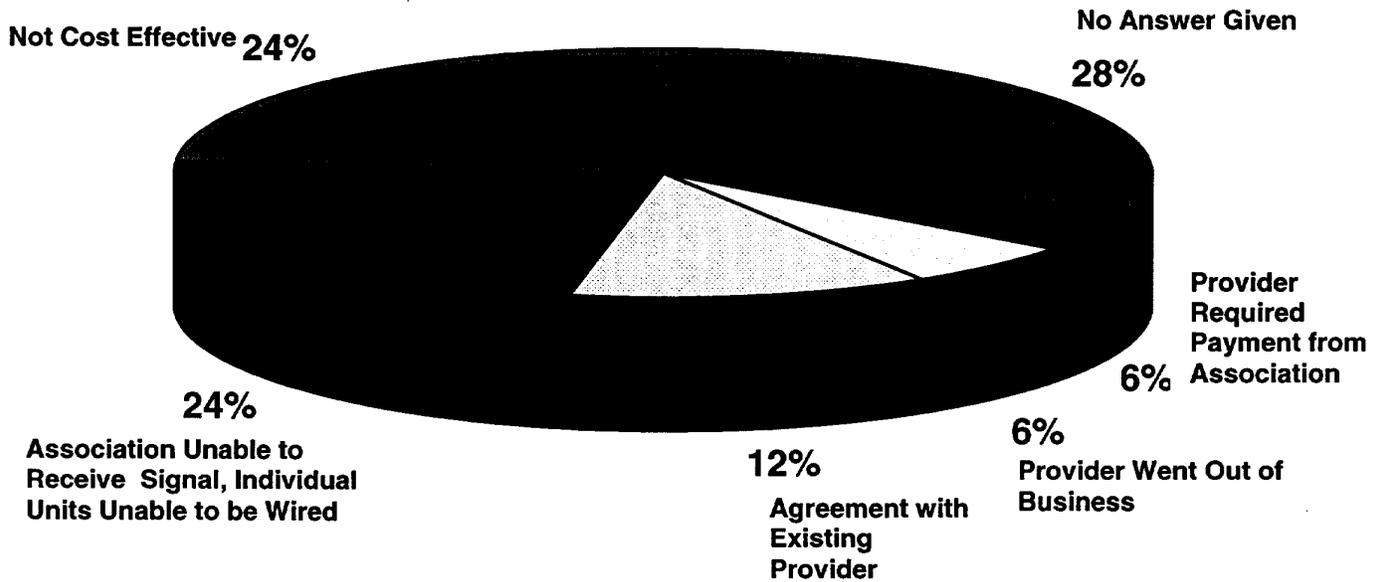
## Association Reasons for Refusing Provider Access



# Providers Refusing Association Service



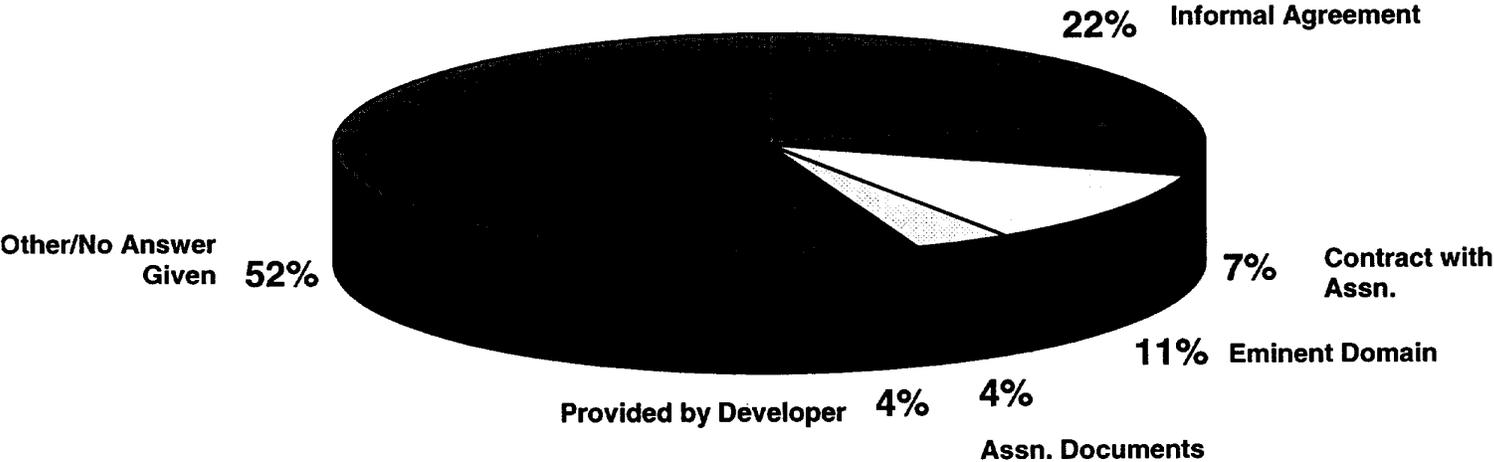
# Reasons Providers Have Refused Service



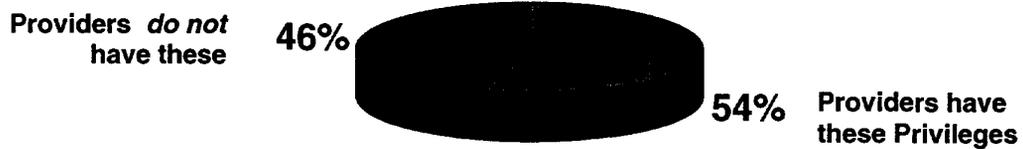
# 1-50 Unit Associations in which Providers have Rights-of-Way, Easements or other Privileges to Enter Association Property



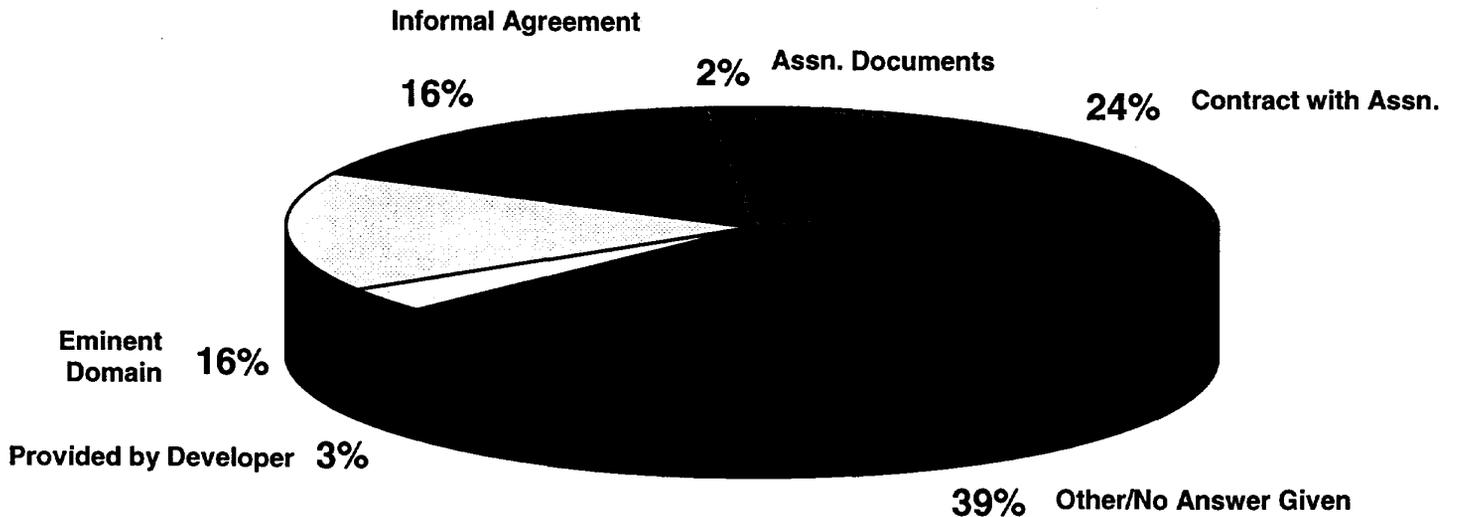
## How these Rights-of-Way, Easements or Privileges were Obtained



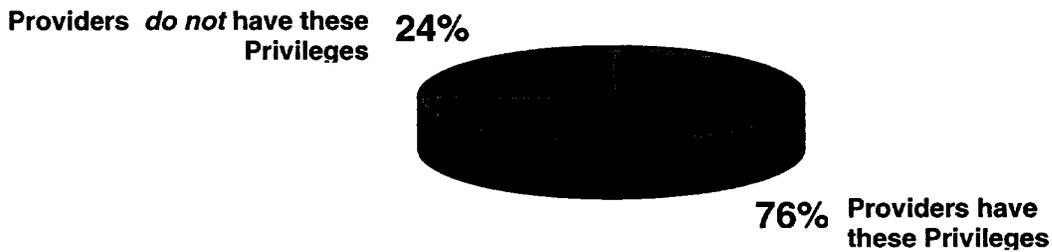
## 51-150 Unit Associations in which Providers have Rights of Way, Easements or other Privileges to Enter Association Property



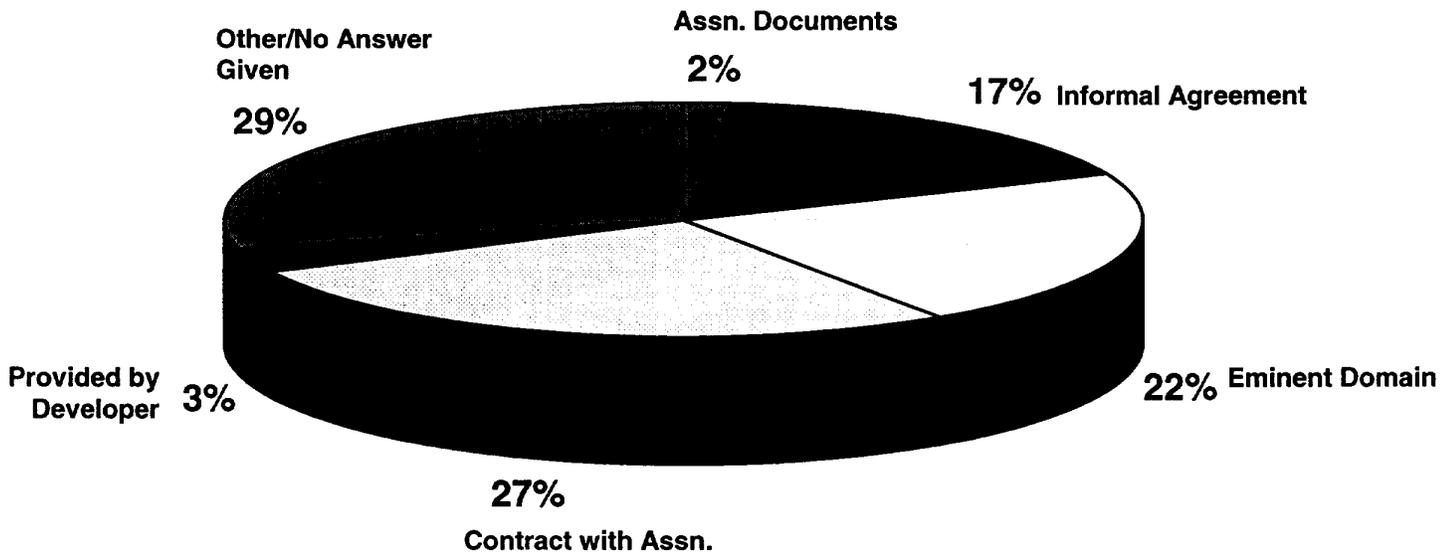
## How these Rights of Way, Easements or Privileges were Obtained



## 151-350 Unit Associations in which Providers have Rights of Way, Easements or other Privileges to Enter Association Property

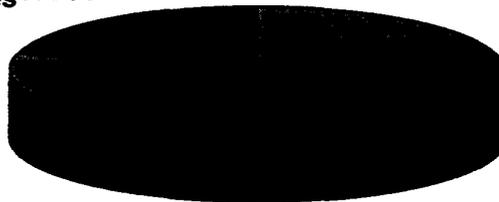


## How these Rights of Way, Easements or Privileges were Obtained



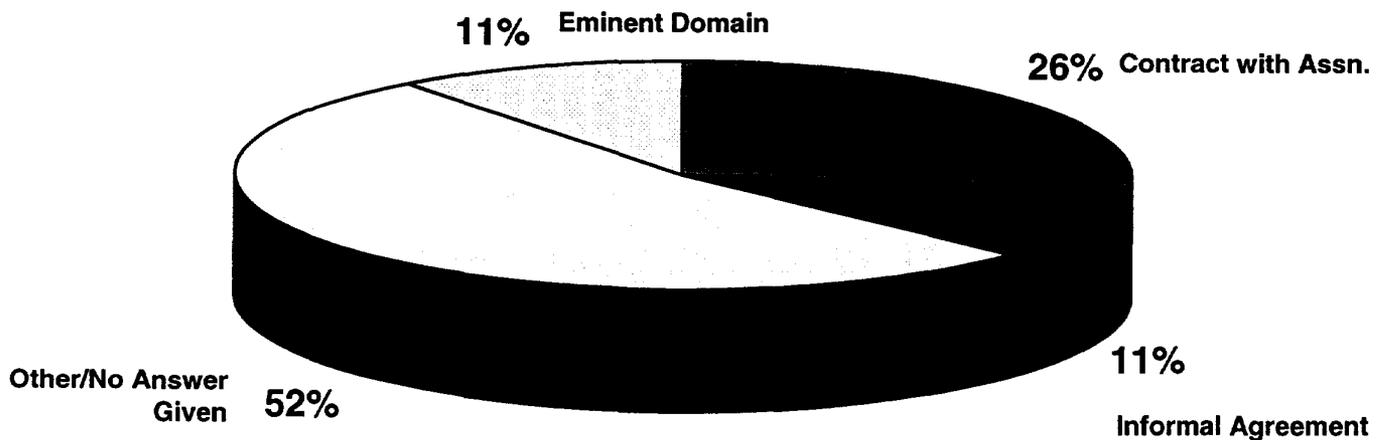
## 351-500 Unit Associations in which Providers have Rights of Way, Easements or other Privileges to Enter Association Property

Providers *do not* have these Privileges 21%

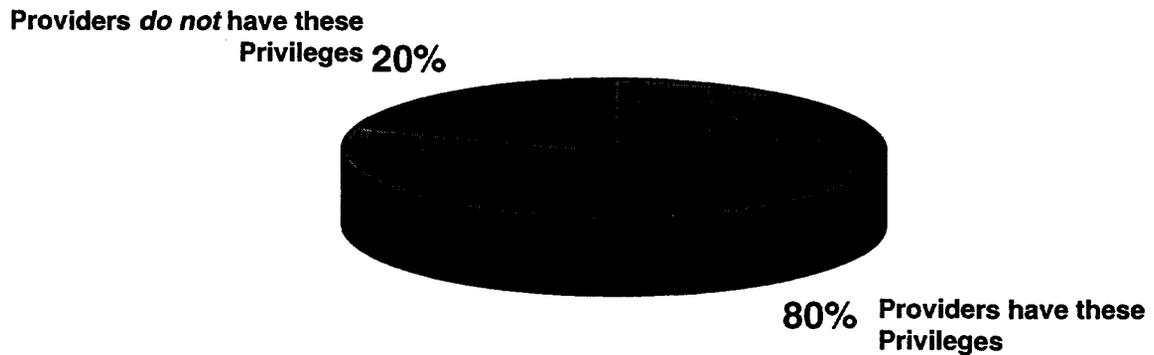


79% Providers have these Privileges

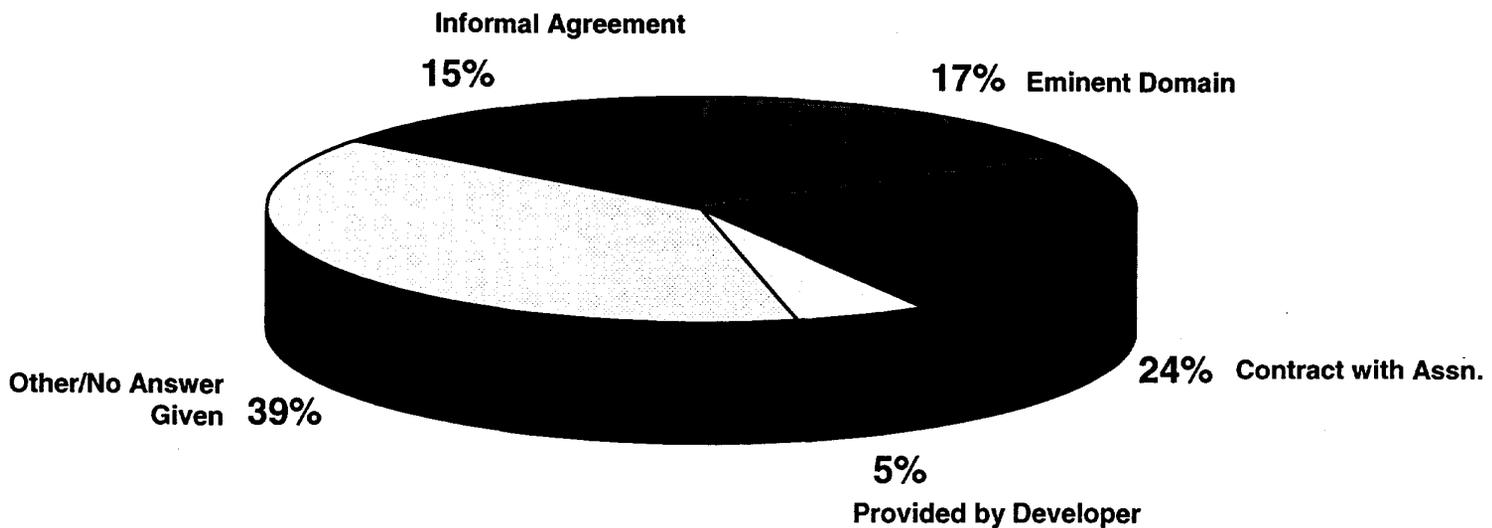
## How these Rights of Way, Easements or Privileges were Obtained



## 501 or More Unit Associations in which Providers have Rights of Way, Easements or other Privileges to Enter Association Property

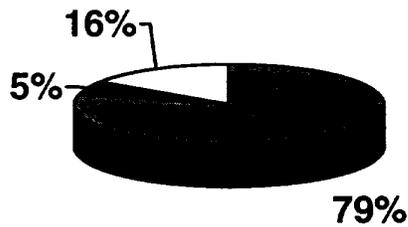


## How these Rights of Way, Easements or Privileges were Obtained

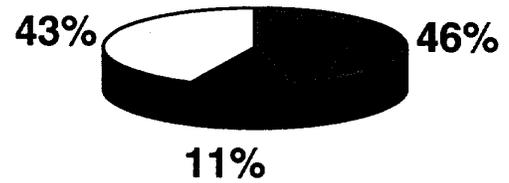


# Control of Riser and Conduit Space in Community Associations

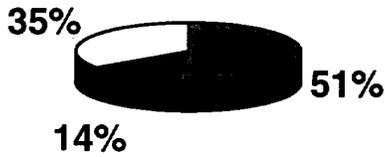
1-50 Unit Associations



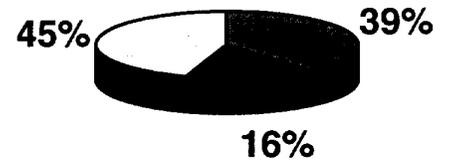
51-150 Unit Associations



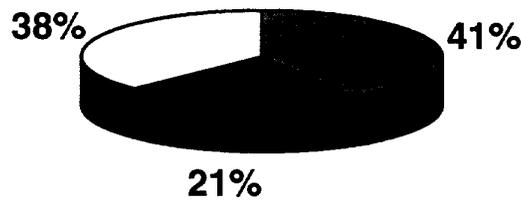
151-350 Unit Associations



501 or More Unit Associations



351-500 Unit Associations



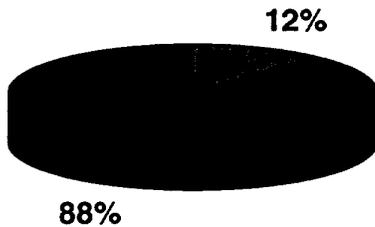
■ Association Control of Riser and Conduit Space

■ Telecommunications and Video Provider Control of Riser and Conduit Space

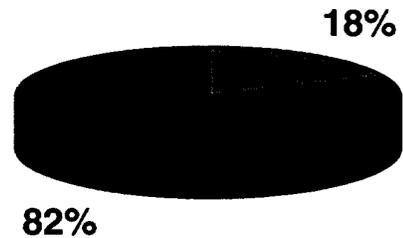
□ Control of Riser and Conduit Space is Unknown

# Exclusive Contracts Between Associations and Telecommunications and Video Service Providers

1-50 Unit Associations



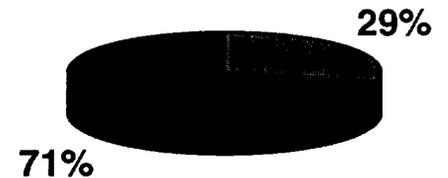
51-150 Unit Associations



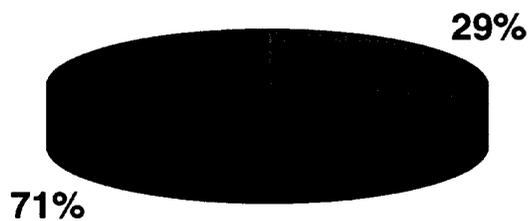
151-350 Unit Associations



501 or More Unit Associations



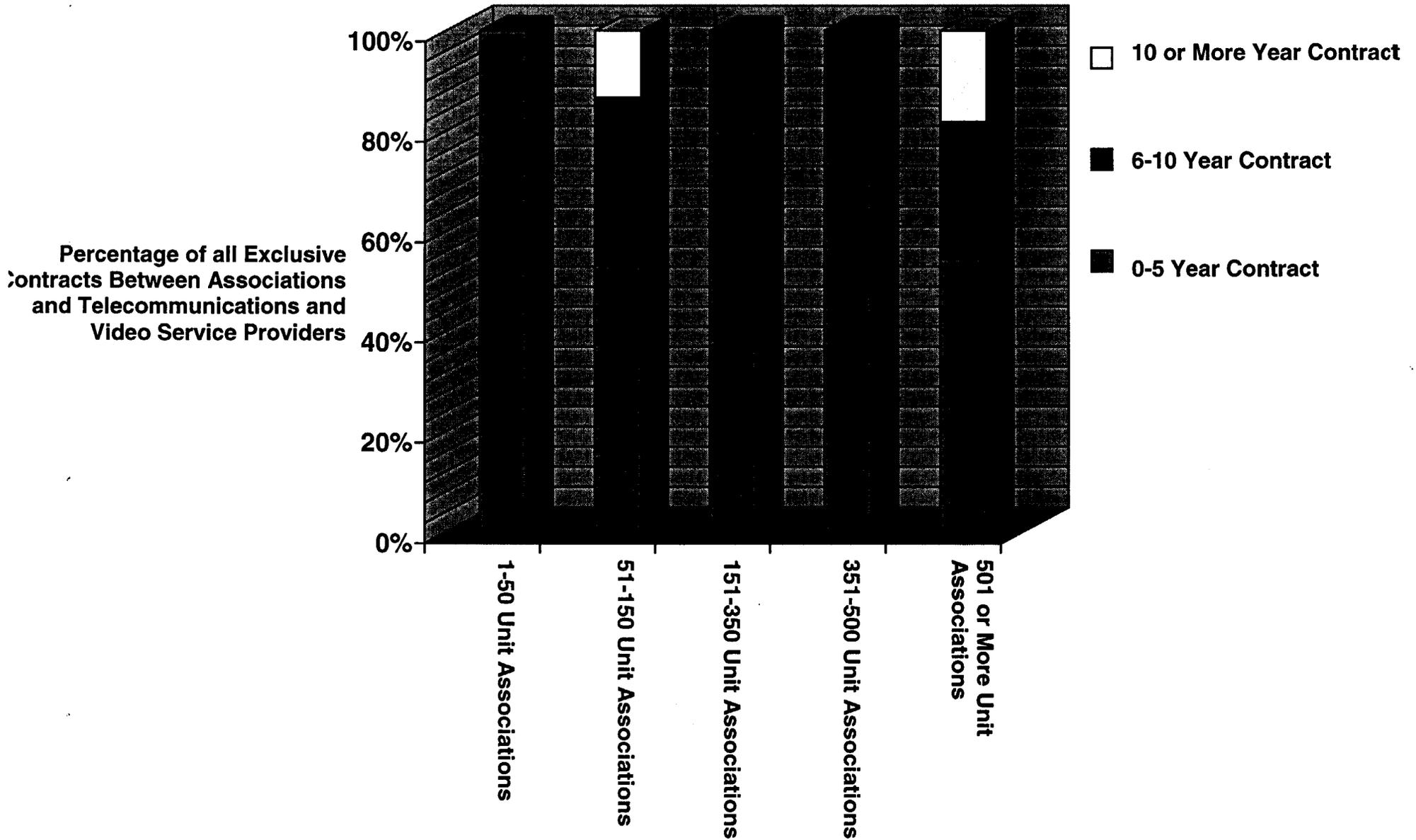
351-500 Unit Associations



Associations that have *at least* one Exclusive Contract with a Telecommunications or Video Services Provider ■

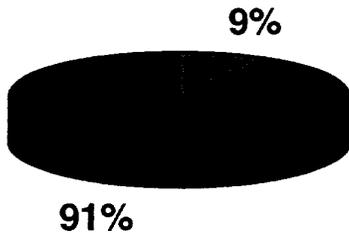
■ Associations that *do not* have an Exclusive Contract with any Telecommunications or Video Services Provider

## Length of Exclusive Contracts Between Associations and Telecommunications and Video Service Providers

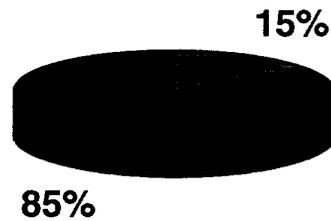


# Unauthorized Entry onto Association Property by Telecommunications and Video Service Providers

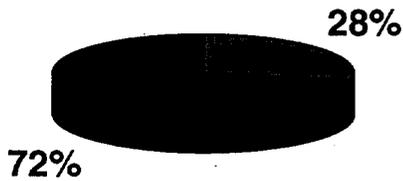
1-50 Unit Associations



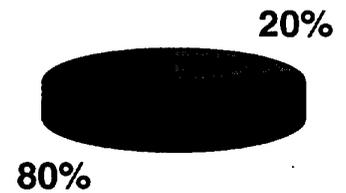
51-150 Unit Associations



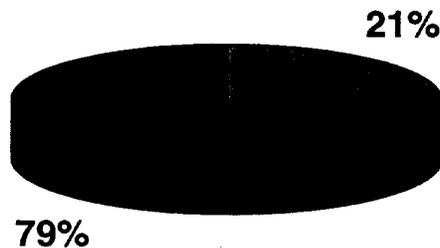
151-350 Unit Associations



501 or More Unit Associations



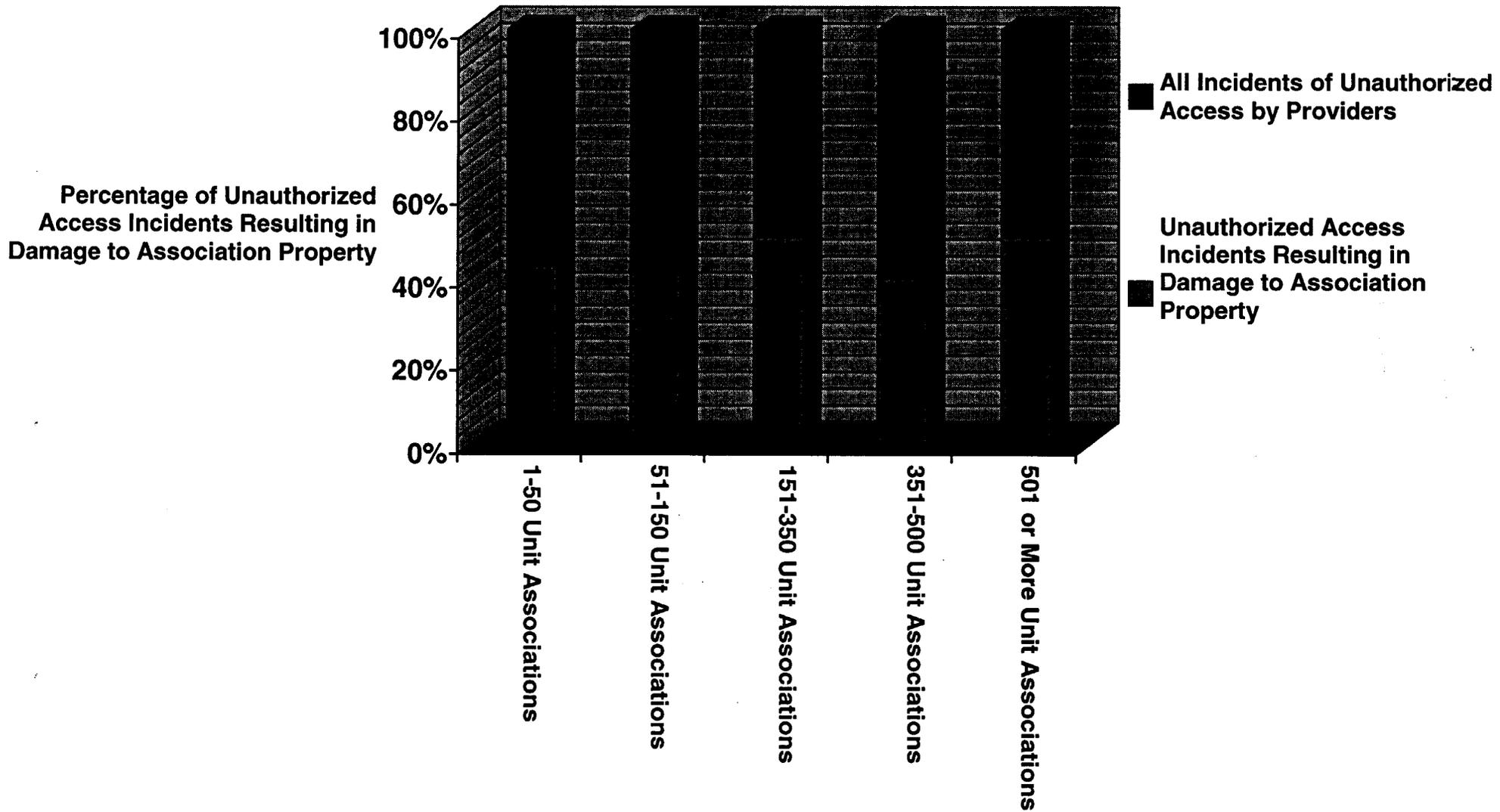
351-500 Unit Associations



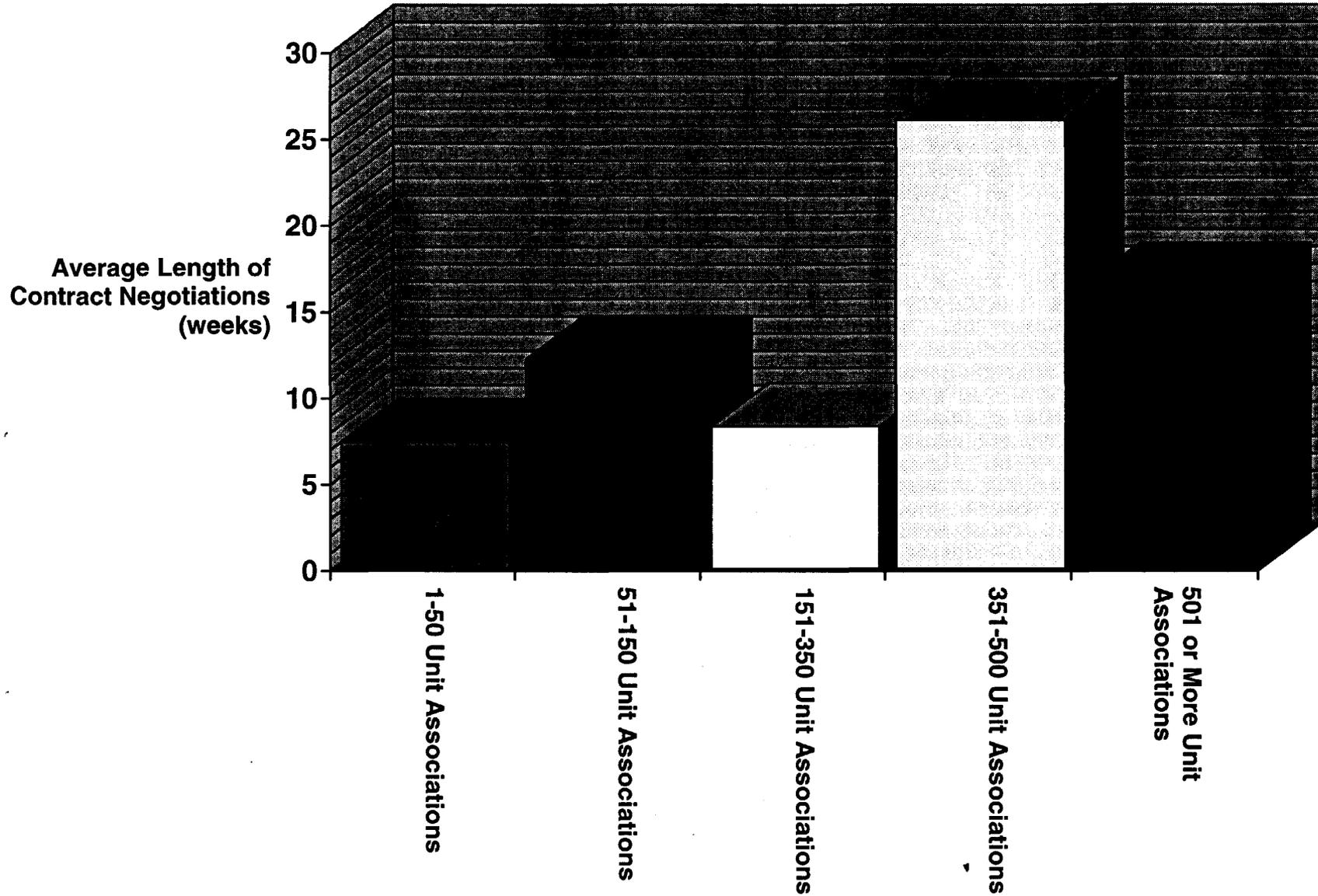
Associations Reporting *at least one* Case of Unauthorized Access by Telecommunications and Video Service Providers ■

■ Associations Reporting *no* Unauthorized Access by Telecommunications and Video Service Providers

# Association Property Damage Caused by Unauthorized Telecommunications and Video Service Provider Access

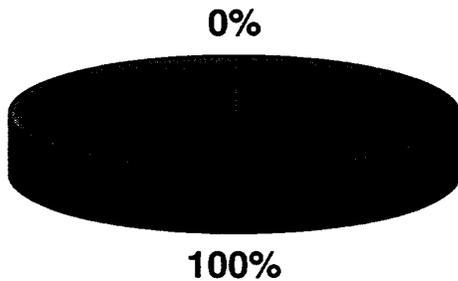


## Length of Contract Negotiations Between Associations and Telecommunications and Video Service Providers

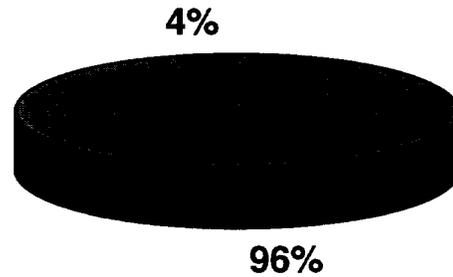


# Associations Receiving Compensation from Telecommunications and Video Service Providers

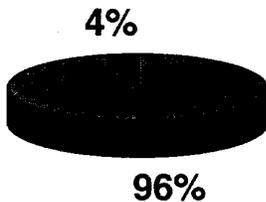
**1-50 Unit Associations Receiving Compensation From Providers**



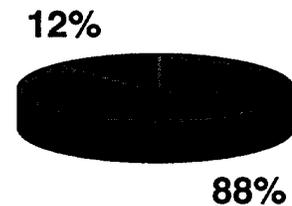
**51-150 Home Associations Receiving Compensation from Providers**



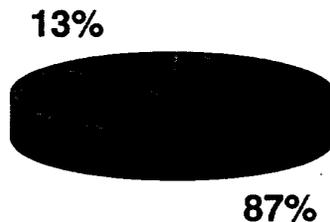
**151-350 Home Associations Receiving Compensation from Providers**



**501 or More Home Associations Receiving Compensation From Providers**



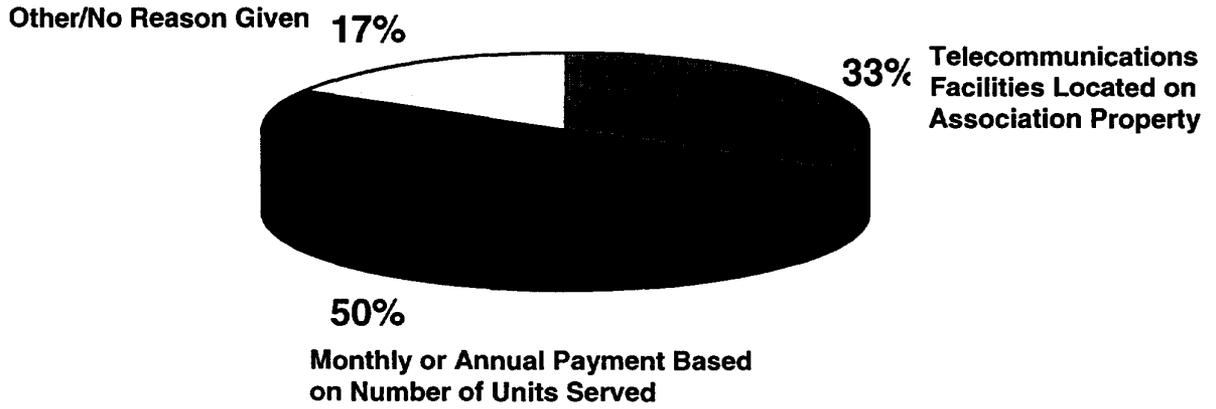
**351-500 Home Associations Receiving Compensation from Providers**



Associations *not* Receiving Compensation from Telecommunications and Video Service Providers ■

■ Associations Receiving Compensation from Telecommunications and Video Service Providers

**Reason for Association Compensation by  
Telecommunications Providers  
(501 or More Unit Associations)**



**RECEIVED**

**AUG 27 1999**

**FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY**

**APPENDIX B:**

**COMMENTS OF INDIVIDUAL  
COMMUNITY ASSOCIATIONS AND  
COMMUNITY ASSOCIATION MANAGERS**

**CAI, NAHC, CHC COMMENTS IN  
WT DOCKET NO. 99-217  
CC DOCKET NO. 96-98  
Submitted August 27, 1999**

that the installation would not damage our roof or masonry. The company said they would have their engineers meet with our engineers after we had signed a contract. We stated that we would not enter into a contract without prior guaranty of the integrity of our building envelope. At that time, the negotiations broke off. Because there was no right of forced entry, we were able to assure protection of our building systems.

We are now working with another telecommunications provider, which is in the process of wiring our buildings for satellite television. They are working with us in terms of satellite placement and installation, as well as where to install wiring, size of boxes for electronics, etc.. They are using much smaller dishes, and talking with our roofing experts to assure that our buildings remain water tight. We are fully involved and have final say in work that is done on our property.

In addition, the workers report to our maintenance office to "check in" each morning. They wear identification so that our cooperators know who it is when they see them in the buildings. Work hours are set by mutual agreement.

The contract we sign will not be exclusive. We are open to additional competition, so long as we have the right to protect our property and control its use.

We see a number of problems with the potential right of forced entry:

- On a philosophical note, we are troubled by granting private enterprises the right to enter and alter private property which they do not own, without the permission of the owner.
- What guarantees would we have against damage to our building? Our roof, for example, has a manufacturers warranty, which could be voided if certain conditions are not maintained. An uninvited installer could damage a roof or void a warranty.
- A right of forced entry might prevent us from controlling who is on our property. This raises significant security concerns for us.
- A right of forced entry might prevent us from determining hours of work, resulting in noise being created at times which would inconvenience our cooperators.
- If work is poorly done, and faulty installation results in damage or injury, might te property owner be held liable for something over which they had no control?
- Our attorneys refer to certain pieces of legislation as "the lawyers full employment act" for a given year. The proposed rule has such potential. The issues raised above may result in substantial litigation and legal costs to cooperatives.

We know that in the case of telephone service, local utilities have been required to make their equipment available to other service providers. While we have not fully considered this possibility for other telecommunications services, it appears that a similar policy would be less of a threat to our cooperative. If other companies could use existing wiring, it would present less of a problem for us. Indeed, if a provider could use existing

Amalgamated Housing Corporation  
98 Van Cortlandt Park South  
Bronx, NY 10463

Phone: 718-796-9300

Fax: 718-543-5743

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To: Federal Communications Commission  
From: Ed Yaker  
President  
Amalgamated Housing Corporation  
Re: WT Docket No. 99-217 and  
CC Docket No. 96-98  
Date: August 26, 1999

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AUG 27 1999  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

I write in regard to the "forced entry" proposal which the FCC has under current consideration. I am president of the Amalgamated Housing Corporation (Amalgamated). Amalgamated is a limited dividend housing cooperative located in the Bronx, New York. We have 1486 families in 11 buildings. Our buildings are varied, including four story walk-ups built in 1927, twelve story buildings built around 1950, and twenty story towers completed in 1968 and 1970. Our annual budget is approximately \$11 million.

About six years ago, Cablevision, the franchise cable company, wired our buildings for cable television. It was our understanding that the franchise from New York City gave them right of entry, and a number of our cooperators wanted the service, so we did not oppose their entry. However, we had no say in how they did their wiring. They were, shall we say, esthetically inconsiderate. They installed conduit and connection boxes in stairways. Some of our stairways are separated by doors from the main hallways. Others, in older buildings, are open. In both cases the boxes are larger and more unsightly than necessary.

In addition to franchise cable operators, there are several providers of telecommunications services in New York City who utilize satellite dishes. Several years ago we were approached by one such provider. Being eager to offer additional services for our cooperators, we entered into negotiations with this company. They planned to put a six-foot satellite dish on one of our buildings, and microwave the signal to our other buildings.

Given our cooperative's history, we are well aware of and concerned with the problems of water penetrating the building envelope, through roof leaks and parapet walls. In this case, the proposal was to put a six-foot dish on a twenty story building. The building was, at the time, scheduled for a roof replacement (which has since been done). Our manager was concerned that a six-foot dish, in an already windy location, might cause damage to the roof or masonry. He asked that structural engineers from the telecommunications company meet with our consulting structural engineers, to assure us

wiring, such as the cable company's wires, their installation cost would have been lower, which would have allowed them to charge lower rates to our cooperators.

We are also concerned with the Over-the-Air-Reception-Devices (OTARD) Rule. We are again concerned with protecting the integrity of our building envelope. If individual residents mount antennas to common property, they risk creating a means for water penetration. Damage would also be possible when a cooperator moved out and removed equipment. Additionally, the co-op might be legally liable if a poorly mounted antenna blew off a roof or wall and caused damage or injury. We also believe a cooperative corporation has the right to set policy regarding the esthetics of public areas, which include our outer walls and windows.

Simply put, we believe the cooperative, as a privately owned business corporation, has the right to determine the use of its own property.

Cooperatively,  
Amalgamated housing Corporation

Ed Yaker  
President

August 6, 1999

CAI's Government & Public Affairs Department  
1630 Duke Street  
Alexandria, VA 22314

RE: Forced Entry Policy

**DESCRIPTION OF OUR ASSOCIATION:** Berkeley Town House Cooperative Corporation (the Cooperative) is a common interest development located at 2550 Dana Street, Berkeley, California which consists of 60 residential units and certain common area property. The Cooperative was organized in March 1960 as a California consumer cooperative corporation to provide for management and maintenance of the common area property. The annual budget is \$199,000.

**TELECOMMUNICATIONS PROVIDERS' PRACTICES:** Beginning in February of this year TCI representatives have been invasive of our locked security building.

- **Absolute refusal to make appointments.**
- **Continued jamming of screwdrivers in the hinges of locked security doors.**
- **Repeated blocking of locked security doors with objects.**
- **Refusing to give a base telephone work number.**
- **Continually missing comeback days, then showing up unexpectedly at any time.**
- **Repeatedly leaving discarded materials after job completed.**
- **Removing association property, without notice, for their convenience.**
- **Leaving hanging wire without repair for over two weeks.**
- **Blocking garage entrance with a bucket truck.**

**EXCLUSIVE CONTRACT:** BTH does not have an exclusive contract.

**POTENTIAL IMPACT OF FORCED ENTRY REGULATIONS:** Forced entry would pose problems for BTH in that this is a locked security building for senior citizens 62 years and older and are not expected to respond to workers banging on the door or ringing their phones to get in. And they certainly are not expected to walk the workers around to locked rooms, for which they do not have the keys, or stairwells. The security doors are to be locked at all times for these senior citizens, many of whom are disabled, and it appears telecommunications people do not respect the building's rules and regulations.

**OVER-THE-AIR RECEPTION DEVICES:** Berkeley Town House has one master antenna on the roof. This is a nine story building and building codes prohibit antenna or dish installation.

Cheryl Samson  
Manager



# DNI Properties, Inc.

Real Estate • Investments • Management

August 6, 1999

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AUG 27 1999

**CAI**

**Attention: Government & Public Affairs**

1630 Duke Street

Alexandria, VA 22314

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**Re: FCC Proposal**

Dear Sir or Madam:

The **Board of Directors - Ashton Place Condominiums**, located in St. Louis, Missouri, is opposed to the FCC Proposal that would create a forced entry policy for telecommunication providers.

The Board feels this would adversely affect their ability to protect the integrity of their community. They also feel that a FCC regulation that would allow this, would open the door for other companies/businesses to use the legal system to allow them the same access. This would create a situation where the Association would lose control over regulating their property as allowed per Association documents and law.

Sincerely,

Doug Nickel, Property Manager  
DNI Properties, Inc. for  
**ASHTON PLACE CONDOMINIUM ASSOCIATION**

cc: Board

ASHTON PLACE/FCCprpsl

**Chocolate Factory Condominium Association  
109 Hamilton Street  
54-60 McWhorter Street  
Newark, New Jersey 07105**

August 2, 1999

By Fax 703-684-1581

CAI  
1630 Duke Street  
Alexandria, Virginia 22314

RE Access for Telecommunications Companies.

Ladies & Gentlemen:

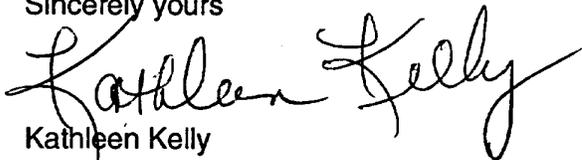
The Chocolate Factory, a four story apartment building, was built with telephone and cable wiring built in, but there have been persistent problems and some apartments still don't have cable service. Both Bell Atlantic and Cablevision keep asking permission to correct these problems with wires draped across the face of the building. We keep saying no.

But we have never had a problem with either company destroying Association property.

Recently we received a letter from a third party asking that we sign a form enclosed which would give them access to survey cable installation at the building in order to plan improvements in cable service. In fact the form would have permitted the cable company and any of its agents complete freedom to enter the building at any time in the future (presenting security risks) and would have given them and any of their agents permission to make any changes they considered appropriate, including draping wires and installing antennas on the sides of the building. We did not sign the form and sent a letter explaining why we would not sign it.

Thank you for taking this issue on. Please keep us posted.

Sincerely yours



Kathleen Kelly  
Treasurer  
kathleen@idt.net



August 6, 1999

**COMMUNITY ASSOCIATIONS INSTITUTE**

1630 Duke Street  
Alexandria, Virginia 22314

Re: FCC Forced Entry - Telecommunications Issue

To whom it may concern:

The Century Park Place Condominium Association would like the Federal Communications Commission (FCC) to know that our association would be vehemently opposed to any bill or order (WT Docket No. 99-217 and CC Docket No. 96-98) that would allow for unlimited access to private property by any telecommunications company for the purpose of installing new television or telephone access cable. We do not need laws that entitle companies to use our property for their financial gain, and we trust that you will agree with our position.

Our property should not be the proving grounds for entrepreneurial companies who wish to gain access to our buildings and which may later be merged with other companies whose service is drastically different, or of a lesser quality, than our current communications provider.

The selection of a telecommunications provider should be **ours alone**. The federal or state government need not require that we provide all companies all sorts of access, and possible hold us open to civil liabilities and penalties if we fail to reach an agreement with a service company about their access and installations.

If the above-listed docket numbers are a means to foster competition then other aspects of property management such as rent control should be at our choice also. Why should the FCC, or any other government agency or commission, force us to have an unlimited number of companies installing their equipment in our facilities when we only want one which we believe to be the best for us.

The choice of a telecommunications company or cable/satellite television provider should be a decision that is researched and agreed upon by the Board of Directors and then a contract can be agreed upon and services rendered. To take away that right of self government is wrong and should not be allowed to happen.

Respectfully,

**CENTURY PARK PLACE CONDOMINIUM ASSOCIATION**

Cassie Schmidt  
General Manager - Agent for the Board of Directors

Samuel L. Dolnick  
Filing Date: August 3, 1999  
Page 2

The builder installed a mast antenna, over-the-air television antenna on the highest building in the complex and fed coaxial cable from the antenna to a utility/cable room in each building. Then from the utility/cable room, coaxial cable was fed to the living room and bedrooms in each unit (apartment). This meant that each apartment had from one cable outlet to four cable outlets dependent upon the type of the apartment.

As part of the monthly assessment each owner had access to ten different over-the-air TV channels fed by the mast antenna. All of these channels came in clearly and with good definition.

I was elected president of the condominium association in 1979, one year after the association was formed. In 1980 some owners requested an increase in the number of channels as they found their current service too limiting. We thereupon contacted the only television cable company serving our area in San Diego county. The provider made a survey of the complex and submitted a plan to the board of directors showing how their cable runs would tie into the existing utility/cable room in each building. The plans showed that the cable wires would run from the roofs down the outside of the buildings, go through holes in the stucco walls and terminate in the utility/cable room. In addition, to get the cable wire from Phase 2, where the cable would enter the property, to Phase 1, poles would be erected to carry the wires between the two Phases.

Lake Park governing documents, the Declaration of Covenants, Conditions and Restrictions (CC&Rs) prohibited any wires on the outside of the building and placing holes through the structure. Also the City of La Mesa ordinances prohibited overhead wires through the air; all wires had to be underground.

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of )

Promotion of Competitive Networks )  
in Local Telecommunications Markets )

WT Docket No. 99-217

Wireless Communications Association )  
International, Inc. Petition for Rulemaking to )  
Amend Section 1.4000 of the Commission's Rules )  
to Preempt Restrictions on Subscriber Premises )  
Reception or Transmission Antennas Designed )  
to Provide Fixed Wireless Services )

Cellular Telecommunications Industry )  
Association Petition for Rule Making and )  
Amendment of the Commission's Rules )  
to Preempt State and Local Imposition of )  
Discriminatory And/Or Excessive Taxes )  
Assessments )

Implementation of the Local Competition )  
Provisions in the Telecommunications Act )  
of 1996 )

CC Docket No. 96098

COMMENTS OF SAMUEL L. DOLNICK, CONDOMINIUM HOMEOWNER

Lake Park Condominium Association is located on 25 acres in La Mesa, California containing a total of 46 different buildings. The structure of the buildings follows. 10 buildings are two storied containing 8 units each; 29 buildings are three storied containing 6 units each; 1 building is two storied containing 16 units. In addition there are six elevator buildings: 2 of which are four storied containing 44 units each, 2 of which are 4 storied containing 40 units each, 1 of which is four storied containing 35 units and 1 of which is three storied containing 33 units. There are a total of 506 units composed of studio apartments, one bedroom, two bedroom and three bedroom apartments.

The complex was built in two phases. The first phase completed in 1972 containing a total of 254 units. The second phase was completed in 1975 containing 252 units. In 1978 the complex was converted into condominiums.

Samuel L. Dolnick  
Filing Date: August 3, 1999  
Page 4

from the provider's sales persons asking if the owners were satisfied with the association's television service and would they like to sign up with the provider.

A check of the utility/cable rooms by the association's television service personnel indicated that the association's mast antenna system connectors located in the utility/cable rooms were loosened to the extent that there was poor ground contact. When these connectors were tightened, excellent reception was restored.

Prior to these complaints, the provider's service personnel were allowed free access to all utility/cable rooms. After the complaints were corrected, the board of directors locked all utility/cable rooms. The provider's service personnel had to come to the association office for the key and thus the board of directors knew to what building the provider went. The person also had to sign in and sign out. By monitoring the provider's service personnel we had no further complaints regarding loose connectors. However, it did cost the association extra expenses for the locks to the forty utility/cable rooms and for the office staff to interrupt their normal duties to give and take the key from the provider's service personnel.

In August 1994, a second provider contacted the board of directors to be able to install three satellite dishes in close proximity to the over-the-air mast antenna system. The board of directors established specifications for the installation which would protect the roof of that building and other requirements based upon the experiences with the previous provider. The second provider agreed to all terms and the contract was signed.

After the installation of the satellite dishes, the owners had access

Samuel L. Dolnick  
Filing Date: August 3, 1999  
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The board of directors rejected the providers plan as they did not conform to the specifications provided. The provider was also notified that wires could not be placed across the roofs as the roofers told us that all roof warranties would be void should cable personnel work on the roofs.

During the next year, the provider presented four different plans to the board of directors, none of which met the specifications. The fifth plan submitted fulfilled all of the specifications and contract was signed with the provider to supply cable service to all utility cable rooms. It should again be noted that this cable provider was the only cable provider in our geographic area.

The cable provider's system contained paid basic service of 15 tv stations, and for an additional fee an extra 28 channels. Thirty percent of the unit owners immediately signed up for paid television service. 96.3 percent of all 506 owners now had access to free over-the-air television of 15 stations or 43 paid cable television stations. 3.7% of the owners (studio apartments) who had only one television connector in their units had to make a choice between the two systems.

The following year the cable provider presented the board of directors with a bulk package price. This provided that the over-the-air mast antenna would be disconnected and the provider would provide service to all connectors in all units. The per unit price would be 30% lower than what each owner currently tied to their system was then paying. A vote of the membership rejected this plan overwhelmingly.

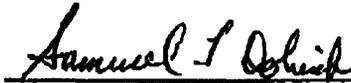
Shortly thereafter, owners who did not have the provider's system began calling the association office complaining about very poor over-the-air reception. Within a day or two afterward, these same owners received calls

Samuel L. Dolnick  
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owners, should make the decisions which the governing documents authorize them to make. Commercial interests should not be allowed to override the will of the owners.

I appreciate the opportunity to <sup>provide</sup> Comments to this proceeding.

Respectfully submitted,



Samuel L. Dolnick  
Samuel L. Dolnick, Homeowner  
Former President  
Lake Park Condominium Association  
5706-348 Baltimore Drive  
La Mesa, CA 91942-1654  
Phone/Fax 619-697-4854

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to three different types of television systems: the association's free 15 channels over-the-air mast antenna, up to 44 channels through cable for a designated fee per month paid to the provider, and up to 44 channels from the satellite dish provider for a designated fee per month paid to that provider. The two commercial providers have monthly fees which are approximately fifty-three per cent differential.

The above specific details are presented to give an actual case study of how the board of directors have the responsibility to act on behalf of the best interests of ALL owners, regardless of claims by the commercial providers.

#### SUMMARY

During the period of time noted above, if the FCCs forced entry contemplated rules were in effect, no roofer would give a warranty for work done, exposed wires would be on the outside of all buildings, holes would have been drilled through the outside stucco walls, resulting in all types of hazards and rain leaks and damage to building and internally. Controversies would develop between the association and the providers as to who is at fault. Most likely lawsuits would be filed if a resolution could not be reached. Providers would have control of private property which they do not own and for which they are not responsible. The aesthetics of the complex would be diminished and the market value would suffer.

#### CONCLUSION

Commercial interests should not be allowed to take private property for their monetary gain. The board of directors, acting on behalf of all

without permission if they so wished. The legislation was amended in 1997. Prior to that time Australia only had one Telecommunications Carrier the Government owned Telstra who was committed to installing the broadband cable in a very civilized manner, **underground**. As there was to be a limited visual impact the Government of the time had no specific restrictions to the cable roll out. However with the motivation to achieve a financial gain from the booming communication industry the Government proceeded to sell licenses to other Carriers. According to our Politicians, the people could only benefit from the proposal. What they chose not to take into consideration was that this was not a Government initiated program to upgrade the telecommunications network but private enterprise wanting to corner the market and maximize profits. The Government provided the Carriers with the protection and advantages of the Telecommunications Act. which as previously stated lacked any restrictions on the method of cable distribution.

In approximately 1995-1996 Optus Communications came into the market as the second Carrier and proceeded to roll out their cable, except their roll out was to be **overhead**, according to them they could not afford to go underground. The open competition laws and the issue of the second license was conditional upon existing inappropriate legislation and hamstrung the Government at that time. The Government had not thought far enough ahead when signing the original contracts with Telstra and Optus and had failed to protect the Australian people. As the Australian people became outraged at the overhead rollout successive Governments immediately advised that it was not their fault, even though they had supported the sale whilst in opposition. The Government advised that they could not enforce any change to the rules, relating to cable distribution, without subjecting itself to a legal challenge, which they were sure, as am I that they would have lost. This is a very simplistic version of events but it helps to paint the picture.

The second carrier, Optus was very aggressive in its roll out and was determined to install cable past a high percentage of the population in as short a time as possible. Telstra who up until that time had been very civilized in their manner, stopped their underground installations and went overhead to compete with Optus roll out as they also wanted access to as high a percentage of the population as possible.

The next stage of the saga saw the second carrier Optus run short of capital and postpone any further cable roll out. Competition was for a period removed. Interestingly the introduction of competition saw Telstra abandon its program of under grounding its main distribution network and the removal of the competition saw Telstra abandon its underground lead-in program. The big losers were the customers and the environment.

Many Associations refused outright to allow the installation and those that had inadvertently agreed found themselves with big thick ugly black cables and boxes attached to the front of units. It no doubt devalued those units affected and to add insult to injury if the service was not used by anyone in the Community Association the cables remained, **as the box and cable now belonged to the carrier and could not be touched.**

The people of South Australia were shocked and angry at the intrusion of the cable along their streets, particularly as the technology was already out dated at the time of installation. In some suburbs there were two large ugly low lying cables and only one

## FORCED ENTRY ISSUES IN AUSTRALIA AND THE UNITED STATES

The issue of Telecommunications is a very complex one. I believe that one way in which I may be able to help you is to provide questions which will prompt your own responses that will assist you in your decision making. As Managers we are faced with the responsibility of assisting the decision-making processes of our Associations. Most of the time this is easily carried out however when it comes to dealing with large corporations (carriers) who have unlimited funds to manipulate contracts to their advantage, our job is not so easy. In Australia as I would imagine in the United States, if something goes wrong the management is always questioned regardless of whether it is in our area of responsibility or not.

- ❖ We are always faced with the question of what is best for our Associations, do Associations have a right to deny individuals access to facilities they desire?
- ❖ On the other hand should we allow large corporations unfettered rights to enter private property without the Associations fully understanding the consequences?
- ❖ Who will constantly monitor the legalities of what each Carrier can or can't do? i.e. each carrier may have its own method of installation etc. which may or may not suit some Associations.
- ❖ If there is damage can we really be assured that repairs will be carried out in an efficient and professional manner?
- ❖ Will the Associations have the resources to challenge the carriers if they are dissatisfied?
- ❖ Will unlimited access to Association properties really provide the so-called benefits of competition?
- ❖ What will the buildings and properties look like if the Carrier dictates installation procedures and standards?
- ❖ Will the uncompromising carriers devalue the properties with the installation of their equipment?
- ❖ What happens to all of the equipment when the carriers become defunct (and some will)? Who will remove the possibly unsightly equipment, will anyone have the legal right to remove the equipment?

Of course the Governments of each country would like to do deals with the Carriers and sign away the rights of the people presumably so they can then pass all the responsibility for anything that goes wrong to someone else. This issue is a very important one and there are so many different perspectives that one may view this from, I will try and give you some insight into what happened in Australia.

There are several issues, which occurred in Australia, which involved the Communication Carriers. Please bear in mind that whilst Australia is geographically large its entire population is only approximately 18 million people.

Our Federal Govt. in approximately 1991 entered into a contract with a Government owned monopoly Carrier to install broadband cable under the draconian Telecommunications Act of 1974. The Act enabled them to enter private property

enter common property and install their equipment. However once installed the property remains the right of the Carrier and you virtually lose your right to change or remove the infrastructure. By maintaining a right over your property, the property owners have some control over their own destiny. Community Associations can take the time to choose the service they want and how they would like it installed, damage to property can be factored into the contract, and remuneration (if it is an option) for allowing the installation may be negotiated.

The Carriers position in all of this is that they are responsible to their shareholders and as such must maximize their return on their investment. Most politicians unfortunately are no match for the legal minds that the Carriers employ to ensure that their interests are well taken care of.

Government legislation should address issues such as: -

- ❖ The removal of superseded infrastructure.
- ❖ The removal of infrastructure if a Carrier ceases to trade.
- ❖ The removal of infrastructure if the Association no longer wishes to trade with a particular Carrier.
- ❖ The inclusion of the right of Associations to determine how the service will physically provided.
- ❖ That contracts be written in a manner which is understandable to Association Officials without the necessity to employ the service of a legal practitioner.

Why should the Carriers be given greater rights than other service providers?  
Governments appear to be handing the pot of gold to the Carriers without due consideration to the principles of competition and the long term rights of it's people.

I wish I could answer your questions more succinctly and I hope what I have written, whilst it is not directly answering your questions, may assist in some way. In closing I would like to leave you with this; we have a Government Telecommunication Industry Regulator in Australia called Austel and a Telecommunications Industry Ombudsman responsible for technical standards and dispute resolution. The Government reduced funding to both departments about the time that the Australian public became outraged with the conduct of the Carriers.

These are some of the issues that I believe the CAI should raise with those responsible for the drafting of the legislation before the legislation is presented to your Government for consideration.

Good luck and please let me know how you get on. I look forward to hearing from you.

Regards

Anna Edwards

service. The South Australia community was particularly angry as approximately 10 years previously legislation was passed under the Electricity Supply Act that prohibited the installation of overhead services in new developments and there was an expectation that existing overhead services would be progressively placed underground. The overhead installation was seen as a complete violation of democratic rights and in contravention of existing consumer legislation. To add insult to injury trees were either cut below the cable line or a metre of greenery was cut around the cable in trees where cables were strung in order to protect the cable from damage. The result was the decimation of the tree-lined streets.

At the time of the initial roll out the only service provided in South Australia was for the provision of PAY-TV supplied by Foxtel, it did not and still does not deliver any other communication service. The other interesting situation that occurred was that as technology improved, satellite access became a viable option. Unfortunately the only satellite service is now under the control of Foxtel and it is denied to those who have access to a Telstra cable. Telstra is a 50% owner of Foxtel.

What will happen in the future as technology continues to improve? Will those who have access to the existing outdated services be required to have two, three or four cables connected to their properties and never be granted permission to remove the old cables providing the outdated technology. **This is the current position in Australia as the Carrier's rights over ride those of the Community Associations.**

As technology improves, will the existing Carriers who have rights to your apartment blocks slowly run down the infrastructure and then refuse to upgrade to the latest technology unless you pay a fee? If you allow your Government to take away the Associations rights, will Government accept the responsibility of any legislative shortcomings? I think not. By maintaining control in the hands of individual Associations you at least have an opportunity to keep the Carriers reasonably honest. They need to be if they want Association business and surely this creates the competitive environment that our Governments keep telling us is good for us.

When the Australian public complained about the overhead cable roll out both Carriers, assisted by the local media, accused Australians of being anti technology, this could not have been further from the truth. Both Carriers had considerable influence with the local media either through media ownership or as a result of extensive advertising programs. What the Australian public were saying was that this is a commercial enterprise, the carriers stand to make a lot of money, lets enter into negotiation as you would with any other purchase and have some say in how the service is provided. Australians had not understood that they no longer had any rights as far as the Carriers were concerned as the Government had signed their rights away. The outrage & the inability of Optus to keep trading eventually forced the Government to review the legislation but not before considerable damage had occurred.

In 1997 the legislation regarding the installation of services was reviewed, Carriers could no longer enter private property without permission. This ensured that private individuals were assured of their rights over their land. However not much else was changed. Carriers currently must seek permission from the Community Associations to

equipped to handle multi telecommunication providers. Many member buildings cannot provide multi conduits, risers and hallway molding strips, no less to speak of the aesthetics of multiple installations. Many member buildings have limited room in the basement or roof to provide the space for multiple providers.

As stated before, our area stimulates a lot of telecommunication provider competition. Some providers are established companies; some newly established divisions in similar types of companies, some upstarts and some fly by night companies. Our member boards must make decisions based on the good of the whole and not just an individual (another principal foundation of cooperatives). When long distance providers were deregulated, we saw the abuse by some of the providers, which have led in some states, legislation in curtailing such abuses (slamming). In this instance, it is the individual who suffers the consequences. If the proposed FCC rules come into effect, any abuses by the telecommunication provider affects the entire complex. This issue to our membership is a matter of control. Who controls what goes on in the building, the democratically elected board or a dissent resident, who wants what they want regardless of its' consequences.

“Forced Entry” would open the floodgates for every Tom, Dick and Harry telecommunication provider without any sense or reason. Like the proposed satellite dish rule, as it was first proposed, it would cause problems with multiple telecommunications providers, for our membership in appearance of the building, structure concerns (conduits and risers, most of the membership are in high rise buildings), building management concerns (telephone service disruptions, residents look to management or board for answers even though it's an individual concern) and space constraints.

On behalf of the Federation's membership, we urge the FCC to reconsider your proposed rule. The Federation believes in the intent of the rule but the rule needs to be rational, predicable and reasonable for all and not just for the telecommunications providers.

We thank you for giving us an opportunity to comment on proposed rule WT Docket No. 99-217 and CC Docket No. 96-98. If you have any questions or wish to contact us, please feel free to do so.

Cooperatively yours,

Greg Carlson, President

**FEDERATION OF NEW YORK HOUSING COOPERATIVES**

138-10 Franklin Avenue

Flushing NY 11374

Suite 8K

Phone: 718-353-5080 Fax: 718-961-5385

**DEVOTED TO THE INTEREST OF ALL COOPERATIVES AND CONDOMINIUMS**

Magalie Roman Salas

Secretary

Federal Communications Commission

445 Twelfth Street SW

TW-A325

Washington, D.C. 20554

RE: WT Docket Number No. 99-217 and CC Docket No. 96-98

Dear Ms. Salas

My name is Greg Carlson, President of the Federation of New York Housing Cooperatives. The Federation is a not-for-profit member association, consisting of approximately over 100,000 units of cooperative and condominium dwellings in the New York metropolitan area. Various types of construction and unit type make up the membership. Our total aggregate membership budgets run in the high millions of dollars.

Our membership is located in the most densely populated area of the world and every established and new comer in the telecommunication industry looks to buildings like those in the Federation's membership to garnish business. In our area there are about a dozen trade shows targeted to our membership, with telecommunication providers being a substantial number represented at the shows, all of them vying for our membership business. Remember that cooperative and condominium ownership is different than other real estate ownership in so much that the residents own the property and have a democratic process in their decision making. In this proposed rule, a single unit dweller can over ride the majority, thus destroying one of the key cooperative foundations – democracy in action.

In the past, the Federation's office has received numerous phone calls from various member boards in regard to outside vendors selling satellite dishes that have caused damage to the building and leave it with an eyesore. Without the Boards having control over who enters or installs equipment in the buildings, havoc reigns. With a provider negotiating with the board, the board can control the provider's activities and construction. The Federation's member housing stock is of older vintage, and is not

The cable installation also presented safety hazards. The installers left 2-inch, solid, metal objects, such as couplings and connectors, strewn throughout the lawn adjacent to the cable terminus which is about 10-12 inches from the building. The buildings have ground level windows. These objects could become projectiles if they are caught in a power mower (besides potentially damaging the mower). The association can easily foresee that it could be sued for any injury or damage that occurs due to these objects. The association should not be placed in this position.

This unauthorized installation has caused property damage and increased safety risks in the association. Under some of the proposals articulated by the FCC in the forced entry proceeding (WT Docket No. 99-217 and CC Docket No. 96-98), this scene would be replayed in community associations throughout the nation. Telecommunications and other providers would enter association property without consulting with the association's representatives, install equipment regardless of the association's maintenance or operational concerns, and increase security and safety risks. Associations would become responsible for attempting to repair and restore damaged property. These repairs would be very expensive for associations, and it is unlikely that associations would ever be able to recover the repair costs from providers. Forced entry regulations would destroy associations' maintenance operations.

I strongly urge the FCC not to adopt forced entry regulations.



Debra Lewin  
Treasurer  
Hunters Woods Village Condominium Association  
Reston, VA

August 25, 1999

## **STATEMENT OF HUNTERS WOODS VILLIAGE CONDOMINIUM ASSOCIATION**

Hunters Wood Village Condominium Association is a 222-unit association located within the master-planned community association of Reston, Virginia. This association is constructed as a garden-apartment development. The association has maintenance responsibility for all exterior facilities and features including landscaping, storm water drainage, and sidewalk, road, and parking area maintenance. Approximately 700 residents live in Hunters Woods, which has an annual budget of \$445,710.

I have owned a unit and lived in Hunters Woods for 14 years, served on the association's board for 10 years, and am currently the Treasurer of the association.

We have recently experienced difficulties with installations of cable equipment in our association. The association was wired for traditional franchise cable several years ago. However, in the past few months, the cable provider has entered association property in order to install a second cable. This provider did not inform any member of the association's governing board of directors or the community association manager that the provider was going to install cable in the association, although the provider did coordinate its installation with various utility companies to determine the locations of their lines. The association discovered that the cable was being installed when the provider's subcontracted employees started installing the cable on association property. Numerous attempts to contact the provider or the provider's installer to discuss this trespass have been unsuccessful. To date, no provider or installer employee has yet contacted the association to discuss this installation. Neither this provider nor the installer received permission to install cable on association property.

The cable installation included digging up association roads and landscaping in order to string the cable to each association building. In digging up the landscaping, the installers sliced through drainage pipes running through the common property, destroying them. These drainage pipes were installed at a cost of \$3,000 to carry rainwater away from the association's buildings, many of which are located on grades that collect water. This drainage system was constructed after extensive engineering analysis. It will cost approximately \$1,000 to repair the drainage system, and even then, the repairs will not adequately remedy the situation. We will have to pay for this repair. If the cable provider had contacted the association before commencing installation, then this destruction could have been avoided.

The cable installation has also damaged the association's landscaping. Due to the drainage project described above, the association has spent approximately \$2,500 to landscape the association to protect the drainage system and prevent additional damage. The cable installers ripped up this landscaping, digging large holes in association property. The installers did not replace the landscaping torn up until a later date, and then made no attempt to replace the soil or grass with those similar to the rest of the association. The association estimates that it will cost \$1,000 to restore the landscaping.

Re: WT Docket No. 99-217 and CC Docket No. 96-98

I have several critical concerns regarding the "forced entry" of telecommunications providers onto private property including:

1. Constitutional issues regarding the taking or using of property without permission or compensation to the owner.
2. Liability issues -- Without expressed contracts duly executed by the parties, responsibilities and relationships cannot be established. Our association members own and maintain their own streets as well as common amenities and greenspace.
3. Maintenance issues -- Who will be responsible for the damage to walls, greenspace, streets, sidewalks, walking paths, trees and other landscaping material, that will inevitably be a by-product of wiring installations.
4. Easements -- Presently our documents provide our boards of directors with the authority to grant utility easements for certain services such as gas, water, sewer, electricity and telecommunications. This system has allowed our members to receive these services with in an expressed contract. This allows both parties to be protected and have a full understanding of the benefits derived in a contractual agreement and the responsibilities owed.
5. Process -- Our homeowners associations operate on democratic principles. Board members are elected by the people to represent their interests in matters relating to the properties and amenities owned in common. During this process members make their needs or requests known to the Board who then act in the best interest of all the members. Boards of Directors (who serve as volunteers) and association members will not receive any monetary consideration for their action. They are merely there to protect the interest of the association.

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
Promotion of Competitive Networks in Local Telecommunications Markets	)	WT Docket No. 99-217
	)	
Wireless Communications Association International, Inc. Petitions for Rulemaking to Amend Section 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services	)	
	)	
	)	
Cellular Telecommunications Industry Association Petition for Rule Making and Amendment of the Commission's Rules to Preempt State and Local Imposition of Discriminatory And/Or Excessive Taxes and Assessments	)	
	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	

COMMENTS/REPLY COMMENTS

Thank you for the opportunity to comment on this matter before the FCC. My name is Peter Kristian; I am the Executive Vice President of the Montgomery Village Foundation, the second largest Homeowners Association in the State of Maryland, which is home to over 34,000 residents.

Montgomery Village Foundation  
08/23/99

Re: WT Docket No. 99-217 and CC Docket No. 96-98

6. The Montgomery Village Foundation welcomes competition and the price advantages it brings to our residents. However this competition should not be above constitutional private property rights and common sense regulation to protect our residents from legitimate liability and maintenance concerns.

Thank you once again for the opportunity to comment. If you require any additional information, please do not hesitate to contact Peter Kristian at 301-948-0110, extension 322.

There are 20 different apartment configurations varying from one bedroom and bath to two bedrooms, two baths and den (from about 800 square feet to over 1600 square feet) and every apartment has a living room and full kitchen.

All apartments were sold within months after the community opened. Present re-sale prices for apartments are from about \$200,000 to \$475,000. Only 12 to 14 apartments come back on the market each year. The present waiting list numbers more than 60. The premises are in first class condition and will remain so. Maplewood is very up-market and will be maintained to keep it there. We have ample reserve funds and a sizeable contingency fund.

#### Maplewood's Position

We are opposed to any proposal to give open entry onto our property to outsiders of any sort, our belief being that the proposed rule is unconstitutional and would constitute an unlawful taking. The proposed rule if implemented would also weaken our own bargaining position when we seek outside services and would prevent us from maximizing income from renting out what spare space we presently have. Maplewood is a member of Community Associations Institute (CAI) and we rely on CAI to make the legal arguments.

Federal Communications Comm WT Dkt. No. 99-217 and  
CC Dkt. No. 96-98

COMMENTS OF

MAPLEWOOD PARK PLACE,  
A Senior Living Community  
located at  
9707 Old Georgetown Road  
Bethesda, Maryland 20814  
Tel: (301) 564-5056  
Fax: (301) 564-5057

Maplewood is a senior living community located in Bethesda, Maryland, at the conjunction of two major thoroughfares, Old Georgetown Road and the inner loop of the capital beltway. A resident must be at least 62 years old and the average age of our residents is 82 for men, 80 for women. Many of our residents have disabilities.

The community occupies a new building completed in late 1995. The property is wholly resident-owned. Approximate present value of the property is \$ 60 million. The building consists of two "towers" of 5 and 6 stories containing 207 cooperative apartments owned by the residents.. The two towers are connected by a single story at ground level where common rooms, dining room, meeting rooms, offices, and concessions (general store, hair- dresser, bank and clinic) are located. Underneath are three stories (partly below grade) containing work areas, garaging for residents' cars, 21 suites for "assisted living" and a nursing care unit of 28 beds.

residents. At the present time we are bargaining with a second major cellular phone company for certain space on our East Tower.

#### A Case in Point

The community currently has a contract for basic cable services with Montgomery Cable. (Premium cable service is also available to any resident who wishes to pay the added fee.) This is a five-year contract with about another year and a half to run. This time next year we will be looking at all options and trying to find the best deal for our residents. This could possibly end with a further contract with our present provider or we may find it better to switch, perhaps to some kind of dish reception. We cannot foresee at this time what might be our best option but we certainly do not want to lose our right to pick what we see as the best one.

#### Conclusion

Finally, we suggest that the proposed rule would give unheard of power to outsiders who have no investment here and that we would be deprived of the right to protect our own investment and our own residents.

Respectfully submitted,



James Tapley, Acting Sec'y  
Board of Directors  
Maplewood Park Place Cooperative  
Housing Corporation

### Maplewood's Situation

Maplewood has a contract operator, Marriott, which manages and staffs our facilities. Our operating budget, jointly arrived at each year, comes to roughly \$ 8 million. Fees are set annually. Fees vary, depending on the size of the occupied apartment. There is an additional fee for a second person in any apartment. Maplewood has a staff of about 160.

The rooftops of our two towers afford sought after space for companies offering cellular phone service. We have at present one tenant on our West Tower roof. Our contract provides for (1) a one-time signing fee; (2) a substantial monthly fee with an escalation clause; (3) separate metering of electricity used; (4) submission of detailed plans, including dimensions and precise placement; and (5) approval in advance of our Chief Engineer. We have to be sure that nothing proposed will create a hazard to the building, that the work to be done will not interfere with or derogate our own use of adjacent space, and that the entire installation poses no safety hazards to residents (pacemakers, for example).

We require the same plans and assurances from our own residents who may want to make physical changes in their apartments. They must submit detailed plans to our Board, which will approve physical changes in an apartment only when the Chief Engineer has determined that the changes will pose no hazards to the integrity of the building or to other

**MONTPELIER COMMUNITY ASSOCIATION  
PO BOX 2503  
MONTPELIER, MD 207089-2503**

**August 5, 1999**

**Mr. Rodney D. Clark, Vice-President  
Government and Public Affairs, CAI  
1630 Duke Street  
Alexandria, VA 22314**

**Dear Mr. Clark:**

**We understand the FCC is currently considering a proposal to establish a forced entry policy allowing communications providers to use association property at will to install wiring and equipment regardless of an association's interests or concerns. We also understand that carriers are seeking access to association property in order to erect cellular antenna's and the like. We further understand that the FCC is examining mechanisms to increase providers' rights to enter and use association property in general.**

**Please register the strong objections of the Montpelier Community Association and our members to such proposals. This association represents the owners of 695 residential homes in a private community located in Prince Georges County in the State of Maryland.**

**It is possible that providing such free entry to communications providers would create a forced entry situation that is anti-competitive in nature and could inhibit the free selection by community members of communications providers of their choice. The current rights of members of this community to the free choice of communications providers should be protected and not sacrificed in favor of preferences of major communications providers.**

**Further, this community strongly objects to any FCC authorization for placement of equipment such as transmission towers and related equipment adjacent to any of the homes and private facilities of this association.**

**Please enter our strong objections on the record of these proceedings and advise us as to developments.**

**Sincerely,**

  
**James C. Harkins, President**



August 9, 1999

Ms. Lara Howley  
Community Associations Institute  
1630 Duke Street  
Alexandria, Virginia 22314

VIA FACSIMILE TRANSMITTAL

Dear Ms. Howley:

I own a community association management company in Houston. Of the 34 communities in our portfolio, not one has been approached by an alternative cable provider soliciting bulk rate business. It's almost as if the new wireless companies have reached an unwritten agreement among themselves to honor existing contracts with cable companies. Even when we contact them for a proposal, few, if any, even respond.

I read about the forced entry issues, and only wish that we in Houston experienced the same concerns. It would mean that there is competition for our communities' telecommunication needs, which would translate into lower prices and, hopefully, better service. As it stands now, our residents have no alternative except for individual satellite dishes at a higher cost and limited accessibility.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marjorie Meyer', is written over a horizontal line.

Marjorie Jean Meyer, CMCA, PCAM  
President

MJM/bc

## PRIME SITE, INC.

The Specialists in Community Association Management

8955 Katy Freeway, Suite 301, Houston, Texas 77024-1627  
Office 713/932-6111 • Fax 713/461-4479 • [www.PrimeSiteInc.com](http://www.PrimeSiteInc.com)





Myrtle Trace

Homeowners Association

August 3, 1999

CAI Government Public Affairs Department  
1630 Duke Street  
Alexandria, Virginia 22314

Dear Sirs:

Having received the CAI alert regarding FCC rulings, the Myrtle Trace Homeowners Association Board of Directors feel a need to support the CAI's opposition to FCC actions in forced entry and use by telecommunications services of association property. However, such support on the principles involved cannot, in our particular case, be strengthened by our responses to the specifics in the CAI questionnaire.

We have little in common with many of the CAI members. The M.T.H.O.A. has no role in the owner's choices or uses of telecommunications services provided over wired or cable facilities. Such utilities are underground as a result of easements granted by the county who owns the roadway and rights-of-way adjacent thereto.

Also, we have established standards for installation of reception equipment for satellite or wireless services. Those standards do not in any way restrict access by our members to such services or to any licensed provider thereof.

It is only through our caretaker role in seeing to the maintenance of county right-of-way property in our community that we have any interface with such telecommunication services. We can and do take steps to ensure they make appropriate repairs to landscaping disturbed by their excavation work.

We do appreciate your diligence in this effort.

Many thanks,

MYRTLE TRACE HOMEOWNERS ASSOCIATION

Nancy D. Murphy  
President



## **GREENBELT HOMES, INC.**

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



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**SUMMARY:** The Board of Directors of Greenbelt Homes, Inc., urges you not to enact forced entry provisions that would allow telecommunication providers to use association property at will to install wiring and equipment regardless of an association's concerns or interest because of the effects it would have upon our community.

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
Promotion of Competitive Networks	)	WT Docket No. 99-217
In Local Telecommunications Markets	)	
	)	
Wireless Communications Association	)	
International, Inc. Petition for Rulemaking to	)	
Amend Section 1.4000 of the Commission's Rules	)	
To Preempt Restrictions on Subscriber Premises	)	
Reception or Transmission Antennas Designed	)	
To Provide Fixed Wireless Services	)	
	)	
	)	
Cellular Telecommunications Industry	)	
Association Petition for Rulemaking and	)	
Amendment of the Commission's Rules	)	
To Preempt State and Local Imposition of	)	
Discriminatory and/or Excessive Taxes	)	
and Assessments	)	
	)	
	)	
Implementation of the Local Competition	)	CC Docket No. 96-98
Provisions in the Telecommunications Act	)	
of 1996	)	

COMMENTS/REPLY COMMENTS

FROM: Gretchen Overdurff, CMCA®, AMS, RCM  
General Manager  
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Hamilton Place  
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August 12, 1999

equipment, particularly those that require access to the crawl spaces of the homes, which extend continuously under several row homes in each building. Our Maintenance Department works cooperatively with these providers in granting access during business hours as the crawl space area is kept locked. The Cooperative has certain rules to safeguard the property. While we do not prevent members from having satellite dishes or antennas, we have requirements for their use, which are designed to address safety and to eliminate damage to property. These requirements are enforced with telecommunication providers as well. While we do not refuse a provider to deliver service to individuals within the association, we do ask that they comply with the Cooperative's rules and regulations. Minor damage has occurred to the Cooperative's property and that of members in the past, however, it has generally been resolved satisfactorily with the provider. Currently some equipment owned by telecommunication providers is accessible from the exterior of buildings. These providers have free access at any time to enter member's yards or the common areas to gain access to their equipment. To gain access to property that is housed in the crawl space beneath buildings, however, requires authorization for entry from the cooperative's management. In the past, some providers have cut the locks to the crawl space and have gained access without the co-op's authorization.

Currently, there are no exclusive use agreements in effect with Greenbelt Homes. It is quite possible that there will be a competitor entering the market in our community offering multiple telecommunication services. This will likely result in an agreement between the provider and Greenbelt Homes, however, it will not be an exclusive use agreement and will not prohibit residents from choosing other providers for their

Re: WT Docket Number 99-217  
CC Docket Number 96-98

This is being written in response to the FCC's call for comments on the subject of mandated forced entry privileges for telecommunication providers.

As General Manager, I represent a member owned cooperative community in "old" Greenbelt of 1,600 homes, mostly multiple dwellings (townhome or row house) but with some free standing homes and two apartment buildings. Greenbelt has been a community since the late 1930s. In our cooperative, we have established policies on the use of the property which are actually quite liberal considering the historic nature of the community, and we have a procedure for members to petition the Board of Directors for exceptions to these policies. We have an annual operating budget of over \$7 million. Greenbelt Homes is listed on The National Register of Historic Places and is currently seeking the local historic district status.

Currently our community is served by multiple telecommunications providers. The incumbent telephone company and cable company currently have no competitors. However, it is likely that within the next several months there will be competition in both of these areas, as a competitor is negotiating an agreement with the county to provide multiple telecommunication services. Satellite television is available to our members and is being provided by several different services.

Our present policy requires that any telecommunication provider or other provider of services be granted permission to enter our association's property in order to install

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FILED BY PALM SPRINGS II CONDOMINIUM ASSOCIATION, INC.  
ON AUGUST 4<sup>th</sup>, 1999.

telecommunication services. GHI has never prohibited any provider from installing equipment in our cooperative community, providing they have the proper permits and approval from the county and the city of Greenbelt.

Regarding the potential impact of forced entry regulations on our community, we see the potential for uncontrolled damage to property and safety issues. In addition, there may be space constraints, as our homes are small and the construction design may impose some problems with installation of equipment. The crawl spaces under the homes house a number of different utility lines and equipment. In order to protect our equipment and that of other providers it is necessary to keep this space locked. In addition, it discourages any unauthorized person from entering the space, which is a safety concern to our residents. If any damage should occur to equipment housed in the crawl spaces it will be difficult to determine the person or persons responsible if open unlimited access to this space is allowed.

With regard to the impact of the OVER THE AIR RECEPTION DEVICES RULE (OTARD) we are not in favor of extending this rule to invalidate certain association antennae restrictions that exist. Our members have always been allowed to install satellite dishes and antennas. However, no type of antennae may be installed on the roofs in order to protect the structures themselves. A number of our homes have slate roofs that could be easily damaged by the installation of antennas. Other roofs are rubber membranes, and the warranty on these could easily be voided by improper attachment or repair. We have relatively few requests for antennas and we do not have a great number throughout our community. We have generally been able to work with our residents to meet their needs while still maintaining the integrity of our buildings, and we believe it is

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